



1 Lynn Macy "In Pro Per"
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PLAINTIFF IN PRO PER

4 THE UNITED STATES DISTRICT COURT
5 CENTRAL DISTRICT OF CALIFORNIA EASTERN DIVISION
6 FIRST AMENDED COMPLAINT

7 Lynn Macy, as an individual,

Case No.: 5:24-cv-00902-KK(DTB)

8 PLAINTIFF,

MOTION FOR SUMMARY JUDGMENT

9 vs.

10 Cedar Pines Mutual Water Company, a
non.

11 DEFENDANT.

12 PLAINTIFF LYNN MACY, through their undersigned counsel, hereby files this
13 Motion for Summary Judgment against Defendants Cedar Pines Mutual Water
14 Company, inclusive (collectively "Defendants"), as follows:

15 I. INTRODUCTION

16 Comes now the Defendant, Lynn Macy hereby submits the following
17 memorandum of law in support of her Motion for Summary Judgment.

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19 Plaintiff's Motion for Summary Judgment should be granted as Plaintiff's have
20 sufficient, clear facts to close the case. Defendants CEDAR PINES MUTUAL
21 WATER COMPANY have not disputed any arguments or any facts that Plaintiff
22 has shown. Defendants Cedar Pines Mutual Water Company have clearly
23 trespassed illegally on Plaintiff's property & illegally "Nate" – Maintenance
24 Department put permanent & locked water test pipes equipment on Plaintiff's
25 Property.

26 Statement of Facts

1 The case is Defendants CEDAR PINES MUTUAL WATER COMPANY have
2 intentionally deprived the interest of the Plaintiff's property through the
3 unauthorized act (Trespassing on Plaintiff's private property) & causing loss,
4 Plaintiff's ability to park and enjoy Plaintiff's religious property. Defendants
5 CEDAR PINES MUTUAL WATER COMPANY allowed workers specifically "Nate" –
6 Maintenance Department to put permanent & locked water test pipes
7 equipment on Plaintiff's Property, trespassing onto Plaintiff's property. The default
8 remedy is the damages, considering the fair market value of the property.
9

10 II. SUMMARY JUDGMENT STANDARD OF REVIEW
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12 Pursuant to Rule 56(c) of the Federal Rules of Civil Procedure, summary
13 judgment should be granted if the pleadings, depositions, & affidavits show that
14 there is no genuine issue of material fact and the moving party is entitled to
15 judgment as a matter of law.
16

17 III. Discussion
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19 This case arises out of CEDAR PINES MUTUAL WATER COMPANY trespassing
20 illegally on Plaintiff's property & illegally putting permanent & locked water test
21 pipes equipment on Plaintiff's Property. Plaintiff showed up to property in 2021 &
22 Nate a employee for Defendants was illegally installing permanent & locked
23 water test pipes equipment on Plaintiff's property. Plaintiff told Nate a employee
24 for Defendants that there were no easements, no public dedication, that
25 Plaintiff owned 20 ft over on the road; that it was religious private property &
26 they had no permission to put illegal water test pipes equipment on Plaintiff's
27 property.
28

1 IV. Conclusion
2

3 Defendants have not disputed any facts by Plaintiff, Defendants have clearly
4 illegally trespassed on Plaintiff's property & illegally put permanent & locked water
5 test pipes equipment on Plaintiff's Property. Accordingly, Plaintiff is entitled to
6 summary judgment as a matter of law.
7

8 WHEREFORE, Plaintiff demands judgment against Defendants as follows:
9

10 1.) That Defendants be required to set forth each & every claim they may
11 assert to Plaintiff's above-described property; Remove illegal water testing
12 equipment. Remove everything off Macy's Land across existing survey line by
13 Licensed EHE surveyors.

14 2.) That this court determines the true & correct location of the boundary line.
15 Impartial Surveyor Matthew Christian EHE license # L.S. 9410 officially filed with
16 San Bernardino County. EHE #20-330. On September 2020 showing 5 clear
17 tracts markers of true boundary line.

18 3.) That Plaintiff's title in & to Plaintiff's above- described property be quieted,
19 that it be adjudged that the true & correct location of the boundary line
20 between the above-described properties of Plaintiff's & that Defendants be
21 adjudged to have no right, title, estate, lien, or interest in or to the property of
22 Plaintiff, or any part of that property.

23 4.) \$260,000 in Punitive damages, costs, penalties & for such other & further
24 relief as this court may deem just & proper.

25
26 5.) A restraining order, preliminary injunction, & a permanent injunction
27 prohibiting Defendants Cedarpines Park Mutual Water Company; all
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1 persons' Unknown claiming any legal or equitable right, title, estate, lien or
2 interest in the property described in the complaint adverse to Plaintiff's title,
3 or any cloud on Plaintiffs title. Therefore from interfering with Plaintiff's use of
4 Plaintiff's property.

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6 Respectfully Submitted,

7 By Plaintiff: Lynn Macy

8
9 Lynn Macy

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11 Date: 7/21/24